

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application

Inventor(s): Curt L. Anderson et al.

SC/Serial No.: 10/081,382

Confirm. No.: 9693

Filed: February 22, 2002

Title: REUSABLE VACUUM LID



PATENT APPLICATION

Art Unit: 3634

Examiner:

Customer No. 23910

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POWER OF ATTORNEY BY ASSIGNEE UNDER 37 C.F.R. §§3.71, 3.73(b)

Commissioner for Patents
Washington, DC 20231

Sir:

The below-identified Assignee is the owner of the entire right, title and interest in the above-identified patent application by virtue of an assignment from the inventor(s).

_____ The Assignment was recorded in the United States Patent and Trademark Office at Reel
____, Frames ____ - ____, or

✓ _____ A true copy of the Assignment is attached hereto, the original of which has been (or is
herewith) forwarded to the United States Patent and Trademark Office for recording.

The undersigned (whose title is supplied below) is empowered to sign this statement on behalf of the Assignee.

Assignee hereby appoints Sheldon R. Meyer, Reg. No. 27,660, and other attorneys of FLIESLER DUBB MEYER & LOVEJOY LLP, Customer No. 23910, to prosecute this application and transact all business in the United States Patent & Trademark Office connected therewith; said appointment to be to the exclusion of the inventor(s) and the inventor's(s') attorney(s) in accordance with the provisions of 37 C.F.R. §3.71.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true, and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under §1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Please address all correspondence to:
Sheldon R. Meyer, Esq.
FLIESLER DUBB MEYER & LOVEJOY LLP
Four Embarcadero Center, Fourth Floor
San Francisco, CA 94111-4156

Please direct all telephone calls to:
Sheldon R. Meyer, Esq.
(415) 362-3800

Assignee: _____ Tilia International Inc. _____

Assignee Type: (Corporation, Partnership, ...) _____ A Cook Islands Corporation _____

Signor's Name: _____ David Brakes _____

Signor's Title: (Corporate Office or Position) _____ General Manager _____

Signature: _____ Date: 03.30.02 _____

JOINT TO CORPORATE ASSIGNMENT

WHEREAS, the undersigned Inventors:

(1) Curt L. Anderson
a resident of Pleasanton, California; and

(2) Brad Nelson
a resident of San Ramon, California; and

(3) Mark Lowe
a resident of Danville, California; and

(4) Alberto Lam
a resident of San Jose, California.

have invented certain new and useful improvements in:

REUSABLE VACUUM LID

and have executed a declaration or oath for an application for a United States patent disclosing and identifying the invention:

Said United States Patent Application bearing Serial No. 10/081,382 and filed on February 22, 2002, which was based on a provisional application having SC/Serial Number 60/271,119, and filed on February 23, 2001.

WHEREAS Tilia International, Inc (hereinafter termed "Assignee"), a Cook Islands corporation, having a place of business at 801, 8/F, New Kowloon Plaza, 38 Tai Kok Tsui Road, Kowloon, Hong Kong, wishes to acquire the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, certificates of invention and other forms of protection thereon (hereinafter termed "patents") applied for or granted in the United States and/or other countries.

NOW THEREFORE, for good and valuable consideration acknowledged by each of said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey to said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply in any or all countries of the world for patents, certificates of inventions or other governmental grants on said invention, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said invention in the United States or any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents.

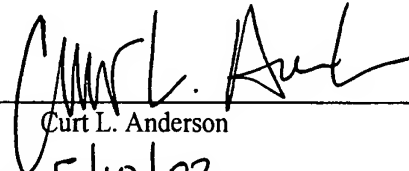
2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and other countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said invention; and (g) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventors have executed this instrument on the date as given below and delivered this instrument to said Assignee:

1. ✓ Said application having SC/Serial Number 10/081,382 and filed on the 22nd day of February 2002.

(1) 
Curt L. Anderson
Date: 5/10/02

State of _____)
County of _____)

On _____ before me, _____
(name and title of officer)

personally appeared Curt L. Anderson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

(2) Brad Nelson

Date: 4/15/02

State of _____)
County of _____)

On _____ before me, _____
(name and title of officer)

personally appeared Brad Nelson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

(3) Mark Lowe
Mark Lowe

Date: 4.15.02

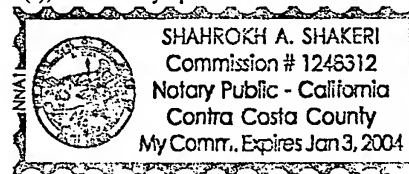
State of California)
County of Contra Costa)

On April 15, 2002 before me, Shahrokh A. Shakari, Notary Public
(name and title of officer)

personally appeared Mark Lowe, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature [Signature]



(4)

Alberto Lam
Alberto Lam

Date: 05-13-02

State of _____)
County of _____)

On _____ before me, _____
(name and title of officer)

personally appeared Alberto Lam, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____